

## TERMS AND CONDITIONS

1. **Contractor's Duties.** Contractor's duties under this Service Agreement shall be contingent upon Contractor being permitted by governing city or county ordinances to provide the services herein described. Contractor shall collect and dispose of Customer's solid waste materials (garbage, trash and other solid refuse) placed in the container at the service location. Contractor shall not be required to accept toxic, flammable or hazardous waste placed in the containers or any of Customer's waste materials that are unacceptable as sanitary landfill or not disposable under applicable federal, state or local law. After reasonable written notice given by Customer, Contractor shall make necessary repairs to the container or shall replace the container when the container is no longer fit for its intended purpose.
2. **Customer's Duties.** Customer shall pay all charges incurred under this Service Agreement on a monthly basis and within ten (10) days after invoice date, or Customer shall be in default under this Agreement. Customer agrees to use Contractor exclusively for the services described hereunder or any additional services of a similar nature used by Customer. In the event of default by Customer, Contractor may suspend service without liability to customer following notification of default to Customer. Customer shall not overload the container or use it for incineration purposes, and shall be liable to Contractor for destruction or damage to the container, except for reasonable wear and tear. Customer agrees not to alter the structure or surface of the container without the prior written consent of Contractor. Customer grants Contractor a license for ingress and egress over Customer's property to service the container, and further agrees that Contractor shall not be liable for damage to any road, paved area or other surface that is used by Contractor to service the container or for related activities. If Customer desires or is required to undertake recycling of solid waste or separate removal of yard trash, Customer agrees that Contractor shall have the sole and exclusive right to furnish such recycling and yard trash removal services to Customer. Customer shall give Contractor prompt written notice of its need for such services. Contractor has the right to decline to furnish such services, or to set reasonable conditions or contractual limitations on its furnishing of such services. Customer agrees and warrants that no toxic, flammable or hazardous waste will be placed in Contractor's containers. CUSTOMER AGREES THAT IF ANY OF ITS WASTE MATERIAL ARE FOUND OR ALLEGED TO BE FLAMMABLE, TOXIC OR HAZARDOUS WASTES AS DEFINED IN ANY APPLICABLE STATUTE OR REGULATION OF THE UNITED STATES OR THE STATE OF FLORIDA (OR ANY AGENCY OF EITHER OF THEM), THEN CUSTOMER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS CONTRACTOR FROM ANY COSTS, FEES, LIABILITIES, PENALTIES, OR DAMAGES RESULTING THEREFROM.
3. **Container.** All containers furnished by Contractor for use by Customer shall remain the exclusive property of Contractor and Contractor shall retain all possessory rights to the container. During the time that the container is placed at the service location, the container shall be in the temporary possession and control of the Customer, who shall be responsible for the cleanliness and safekeeping of the same. Customer agrees to hold harmless and indemnify Contractor against all claims, lawsuits, and other loss or liability for injury to persons or damage to property arising out of the possession, control and authorized or unauthorized use of the container by third parties or Customers.
4. **Disposal Cost and Service Charge Increases.** Customer acknowledges that sanitary landfill and other disposal charges constitute a substantial cost to Contractor under the Service Agreement and such charges are beyond Contractor's control. Customer therefore agrees that during the term of this Service Agreement and any renewal thereof that Contractor may increase the unit price of the collection services provided by Contractor in an amount equal to any increase in sanitary landfill or other disposal charges which are incurred by Contractor in disposing of Customer's solid waste materials pursuant to the Service Agreement. Contractor shall provide notice of any such rate increase. Customer also agrees that Contractor may increase its charges for reasons other than sanitary and landfill disposal costs. In the event that any increase for reasons other than increases in disposal costs exceeds the corresponding increase in the local Customer Price Index for Urban Wage Earners and Clerical Workers (All Items) published by the U.S. Department of Labor ("CPI") since the date of the last adjustment (or since the date of initial service for the first such adjustment), then Customer, within ten (10) days of the notice of the increase in price, may give notice of its refusal to agree to such increase. If Customer gives such notice of refusal, Contractor, at its option, may lower the amount of such increase to the amount of the increase in the CPI or permit Customer to terminate this Agreement.
5. **Changes.** All changes in the terms or conditions of this Service Agreement shall be in writing. Customer's failure to respond in writing to any proposed written change within fifteen (15) days shall be deemed acquiescence to such change, including changes for disposal cost increases, and such change shall be incorporated into this Service Agreement and shall be deemed an original term and condition, without further documentation of consideration. The terms and conditions of this Service Agreement shall apply to changes of service address location, additional services provided by Contractor or other written modifications of this Agreement.
6. **Term.** This Service Agreement shall be for a term of five (5) years from the beginning date of service, unless otherwise agreed upon on page one of this Contract, and shall thereafter automatically renew for annual terms unless either party gives written notice of termination to the other party at least sixty (60) days prior to the expiration date for that term. Contractor shall be relieved from performance under the terms of this Service Agreement when performance is impossible due to acts of God, including but not limited to hurricanes, storms, high water, wars, riots, fires, explosions, accidents, arrests, strikes or lockouts, or any other cause not within the control of Contractor.
7. **Contractor's Default.** In the event of a default by Contractor under this Service Agreement, Customer shall provide Contractor with written notice of the specific nature of such default. After receipt of such written notice, Contractor shall be allowed seventy-two (72) hours to cure said default or be in breach of this Service Agreement. The parties agree that such written notice of default and opportunity to cure said default shall be a condition precedent to holding Contractor in breach of this Service Agreement.
8. **Assignment and Benefit.** This Service Agreement and all changes or modifications thereof shall be binding on the parties and their successors, assigns, and affiliates.
9. **Discontinuance of Customer's Business.** It is further agreed that if the Customer no longer requires any collection and disposal services for its waste materials through discontinuance of its business or relocation outside the area in which the Contractor provides collection service, Customer may terminate this agreement upon written notice to the Contractor at least thirty (30) days prior to the intended termination date, upon payment of all amounts due to Contractor. If Customer relocates its business within the area served by Contractor, then this agreement shall apply to such relocated business.
10. **Liability for Early Termination.** Customer agrees that in the event it defaults or terminates this agreement (other than provided herein), Contractor shall be immediately entitled to and shall receive as liquidated damages, and not as a penalty, an amount equal to 50 percent (50%) of the aggregate monthly service charges then in effect for the balance of the term of the agreement. This amount shall be in addition to Customer's liability for unpaid charges for work previously performed and is intended to represent a reasonable approximation of Contractor's profits lost due to the early termination.
11. **Litigation.** Any litigation arising out of or in connection with this Service Agreement shall be brought in Pasco County, Dade City Florida. In the event Contractor institutes or defends any litigation to enforce, defend or interpret its rights under this Service Agreement, including the right to receive payment, Customer agrees to pay Contractor all costs incurred in connection with such litigation, including appellate proceedings, with such costs to include Contractor's attorneys' fees (including fees for paralegal and legal assistants). Contractor shall also be entitled to interest on all amounts due hereunder from the date such amounts are due at the rate of 18 percent (18%) per annum.
12. **General Conditions.** Whenever used herein, singular shall include the plural and the plural shall include the singular. Section and paragraph heading used throughout this Service Agreement are for reference and convenience and in no way define, limit or describe the scope of intent of this Service Agreement. The failure of Contractor to insist on strict performance of any terms or conditions stated herein shall not be deemed a waiver of any subsequent breach or default by Customer in any terms and conditions.
13. **Miscellaneous.** If any conflict or differences in the Agreement between terms which are printed and those which are typed or written exist, the typed or written language shall govern. Customer represents and warrants to the Contractor that it has not been induced by the Contractor to terminate an agreement with any other refuse collection service and that any relationship with a refuse collection service with which it may previously have had has been terminated by expiration, non-renewal or proper exercise of a notice of termination provision in any such agreement.
14. **Holiday Schedule.** Customer understands that there is no collection on New Years, 4th of July, Labor Day, Thanksgiving Day & Christmas Day, and whenever the designated disposal facilities are closed to the Contractor. Collection will resume on the next regular scheduled collection day.